

## TERMS & CONDITIONS OF SALE

# ARTSENSE®

*Thank you for your interest in Talostone® Artsense® sintered stone. We kindly ask that you carefully read through the following Terms & Conditions prior to your purchase and contact us should something not be clear and comprehensible to you for further clarification.*

### **Definitions**

- A. Company/Seller - Talostone® Pty Ltd*
- B. Customer/Client- The individual(s) or entity who places an order with the Company.*
- C. Product/Material/Item/Slab - Any goods supplied by the Company. This may, in some instances, include professional services such as advise and/or recommendations relating to a particular order.*

### **GENERAL**

- A. The customer acknowledges, has read and accepts the Talostone® Artsense® warranty and that failure to comply with the Talostone® Artsense® Fabrication, Installation, Health and Safety Guide may result in this warranty becoming null and void.*
- B. The customer agrees that any products purchased from Talostone® will be fabricated in accordance with all federal, state and local laws and regulations. They also ensure that any health and safety regulations as well as fabrication procedure guidelines set forth by SafeWork Australia will be strictly adhered to.*
- C. Talostone® strongly recommends visual inspection of any slabs by the customer prior to purchase as returns/refunds may be refused after purchase.*
- D. Talostone® strongly recommend slabs be transported, fabricated and installed by professionals with experience in stone fabrication.*
- E. Artsense® slabs are created in batches and as such are subject to variations. These may include but are not limited to:*
  - Slight variations in slab dimensions, including length, height and thickness.*
  - Variations in colouring, veining and grain structure.*
  - Variations in background tone and detail.*
  - Variation in ingredient dispersement throughout the slab.*

*Talostone® is not liable for any such variations and/or imperfections present in any Talostone® Artsense® product sold. The Company will also not be held liable for any attempts by the fabricator to repair or disguise any variation or imperfection. All materials should be thoroughly inspected prior to pick up and again prior to fabrication to ensure suitability.*
- F. Within the confines of current local and national Government regulations and those set out in the Competition and Consumer Regulations 2010, the Company's responsibility is limited to the replacement of products supplied only.*

- G. Talostone® shall not be held liable for any other loss or damage incurred by the customer as a direct or indirect result caused by defective materials. All slabs should be thoroughly inspected and approved fit for purpose prior to fabrication.
- H. Talostone® will not be held liable for any damage to our product or any other loss incurred by the customer once any item has been loaded by Talostone® staff. Once materials have been loaded, responsibility for said materials will immediately transfer to the customer. This includes the transportation/ delivery of our product to the customer or associated fabricator / storage facility.
- I. Talostone® accepts no responsibility, liability or insurance cover for any paid goods stored in our warehouse. Customer chooses to store goods on our premises at their own risk.
- J. The Company accepts no responsibility for any chips, cracks or other damage incurred after the release of the product from our warehouse.
- K. The Company will not be held liable for any changes in the physical appearance of the stone, either prior to fabrication, during fabrication or after installation. This includes but is not limited to;
- Changes in colour etc. due to sealants, adhesives or grouts used.
  - Changes associated to cleaning or cleaning products.
  - General wear of the material, including varying surface finishes or scratches.
  - Excessive heat.
  - Exposure to UV or other weather elements.
  - Misuse or mistreatment of any of our products.
- L. No claim is to be made against Talostone® once the material has been cut, fabricated, fixed or altered in any way.
- M. The Company will not be held liable for the upkeep, maintenance or failure of any stain, wear or anti slip treatments used on our products.
- N. Talostone® accepts no responsibility for any variations between product samples and actual product purchased. We strongly recommend visual inspection and approval of current stock by the customer prior to purchase.
- O. Ownership of any products purchased will only be transferred to the customer once payment has been made in full and cleared by any relevant bank.
- P. Terms & Conditions do not cover materials and/or services that have not been paid for in full.
- Q. Prices are subject to change at any time without prior notice.
- R. Any quotation issued by Talostone® is strictly valid for 30 days net only. Please attain updated quote once 30 days have lapsed from quote date.
- S. Talostone® will not be held liable for any advise provided in relation to product suitability, fabrication or maintenance. Any advise or information provided by the Company is done in good faith by staff, it is up to the customer to seek professional advise specific to their individual situation and circumstances.

**SATIN & TEXTURED FINISHES**

*Selected Talostone® Artsense® colours are available in either a Satin or Textured finish. As the surface texture on the Satin and Textured finishes are significantly different in relation to shine, glossy substances such as water marks, finger prints and product residue tend to be more visible on these surfaces may require more daily cleaning and maintenance. By accepting our Terms & Conditions, the customer acknowledge the additional maintenance requirements prior to purchasing Artsense® slabs in either the Satin or textured finish.*

**PAIRED SLABS**

*Selected Talostone® Artsense® colours are manufactured in pairs to assist with achieving continued vein design over larger areas. However, as these slabs are manufactured separately, pairs are not able to be matched 100%. By accepting our Terms & Conditions, the customer acknowledges this and accepts that it is the stonemasons responsibility to work with the paired slabs to achieve the best possible result.*

**PAYMENTS**

- A. Amount payable is the sum of all products on the order plus any applicable service charges and taxes.*
- B. Payment can be made via Bank cheque, Electronic Funds Transfer, Debit card or Credit card. Any payments made via credit card will be subject to a 1% surcharge (2% surcharge for AMEX)*
- C. A sale will be automatically cancelled and slabs released for resale purposes unless paid in full within 30 days from date of order, unless otherwise previously agreed upon.*

**COLLECTION**

- A. Talostone® do not organise delivery for any of our products, materials or items for sale. Customer is to arrange their own pick up or delivery.*
- B. Talostone® are not a common carrier and as such, will not be held responsible for determining the safe load capacity of any vehicle. Staff will load products to weight specified by the carrier. Safe weight or dimension capacities are to be determined by the carrier.*
- C. The carrier accepts full responsibility for securing any materials purchased from the Company for transport / delivery.*
- D. Any orders paid in full but not collected within 45 days (unless previously agreed upon) may be cancelled and any monies paid by the customer retained by the Company.*
- E. Uncollected goods purchased may be disposed of as per regulations stated in the Uncollected Goods Act applicable to the relevant state where goods are held.*

## **RETURNS**

- A. *The customer must contact Talostone® within 24 hours of collection for any return related to a defect or damage to an item sold by the Company.*
- B. *Talostone® reserves the right to accept or decline returned goods, pending customer reasoning for doing so.*
- C. *Under no circumstances shall the claim by the customer be greater than the invoice value of the faulty goods.*
- D. *It is the customers sole responsibility to return relevant items to Talostone®. This includes any costs incurred in doing so.*
- E. *A restocking fee of \$100.00 + GST will apply to any accepted returns after 7 days from date of pick up.*
- F. *No returns will be accepted after 14 days from the date of pick up.*
- G. *Customer 'change of mind' may not be accepted.*
- H. *'Surplus goods' may not be accepted.*
- I. *Any stock purchased at a discounted price may not be accepted.*
- J. *Any product that has been cut, damaged or marked in any way will not be accepted.*
- K. *Any items not from the current batch in our warehouse will not be accepted.*
- L. *Any materials purchased from a third party will not be accepted.*

## **INDENT ORDERS**

- A. *Indent orders will only be considered for a minimum order of 20 slabs.*
- B. *Please allow 12-16 weeks for any items ordered from overseas to become available for pick up from our warehouse.*
- C. *A 50% non refundable deposit is required on any custom order at time of order placement, with the balance being due once stock becomes available for pick up from our warehouse.*
- D. *Any indent order not paid for in full within 30 days from date of availability may be cancelled and any deposit amount paid retained by the Company. Talostone® reserves the right to re-sell goods from said order.*
- E. *Any orders paid in full but not collected within 45 days (unless previously agreed upon) may be cancelled and any monies paid by the customer retained by the Company to cover costs incurred.*
- F. *No returns will be accepted on indent orders.*
- G. *Indent orders may be subject to additional Terms & Conditions. In any such instance, the customer will be advised prior to order being placed.*

## **ACKNOWLEDGEMENT & ACCEPTANCE**

- A. *Talostone® reserves the right to alter or modify these Terms & Conditions without prior notice at our own discretion.*
- B. *By submitting an order, the customer agrees to be bound by these Terms & Conditions.*